Wright, 125 Ind. 536. In the principal case, the carrier cannot be said to have had notice that mental suffering would follow a breach.

C. Y. B.

CHARITIES—CHARITABLE CORPORATION—VOLUNTEER FIRE DEPARTMENT.—NEPTUNE FIRE ENGINE & HOSE CO. V. BOARD OF EDUCATION.—178 S. W. (KY.) 1138.—*Held,* a volunteer fire department which received a remuneration from the city for its services, and which was incorporated under an act that did not definitely impose upon it the duty of going to all fires, is not a charitable corporation.

After the Statute of 43 Eliz. those purposes were considered charitable in England which "that statute enumerates, or which by analogies are deemed within its spirit and intendment." *Morrice v. Bishop of Durham,* 9 Ves. 399. A Ky. statute concerning charities, after an enumeration of purposes not including volunteer fire departments, concludes, "or all grants, conveyances, etc., for any other charitable or humane purpose shall be valid if it shall point out with reasonable certainty the purposes of the charity. . . ." *Ky. Statutes 1909. Chapter 17.* The character of an institution as a public charity is not effected by this fact alone, that a fee is accepted or required from those benefited. *Centennial & Memorial Association of Valley Forge,* 235 Pa. 206; *New Eng. Sanitarium v. Stoneham,* 205 Mass. 333; *Commonwealth v. Y. M. C. A.,* 116 Ky. 711 (Burnam, C. J., dissenting). Gifts for fire protection have been held to be for a charitable purpose. *Magil v. Brown,* 16 Fed. Cases 408; *Bethlehem Borough v. Perseverance Fire Co.,* 81 Pa. 445. But fire companies organized and supported by insurance companies have been held not to be charitable corporations. *Bates v. Worcester Protective Dept.,* 177 Mass. 130; *Louisville Ry. Co. v. Louisville Fire & Life Protective Assn.,* 151 Ky. 644. *Contra, Fire Insurance Patrol v. Boyd,* 120 Pa. 624. In the principal case, no positive duty is imposed upon the corporation to go to fires, and it does not appear that the remuneration was for upkeep alone, and not for profit. It was therefore rightly held not to be a public charity.

S. H. S.

CONSTITUTIONAL LAW—14TH AMENDMENT—POLICE POWERS—SEGREGATION ORDINANCES.—HOPKINS V. CITY OF RICHMOND, COLEMAN V. TOWN OF ASHLAND, 86 S. E. (VA.) 139.—*Held,* ordinances which provided for the segregation of races in the city of Richmond and the town of Ashland, and which contained clauses providing that nothing therein should affect the location of residences made previous to the approval of the ordinances, were valid. See XXV Yale Law Journal 81.

CONTRACTS—MUTUALITY—CONTRACT OF EMPLOYMENT.—GABRIEL V. OPOZNAUER, 153 N. Y. SUP. 990.—*Held,* a contract of hiring is not void for want of mutuality where plaintiff entered into performance of her duties and would have completed, but for defendants' breach, because it did not contain any words expressly requiring plaintiff to perform; it appear-